

**Springfield, MA Appeal to the
Federal Communications Commission**

ATTACHMENT 4D

**SPRINGFIELD PUBLIC SCHOOLS
TECHNOLOGY SERVICES AGREEMENT**

THIS AGREEMENT made by and between the CITY OF SPRINGFIELD, a municipal corporation within the County of Hampden and the Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts 01103, acting by and through its School Department and Chief Procurement Officer with the approval of its Mayor, (hereinafter called the "City"), and **Achieve Telecom Network of MA, LLC**, a Nevada LLC located at: **40 Shawmut Road, Suite 200, Canton, MA 02021**, (hereinafter referred to as the "Vendor").

RECITALS

WHEREAS, the City through its School Department and Chief Procurement Officer are in need of a vendor to provide technology services to the **Springfield Public Schools ("SPS")** as more specifically defined in Exhibit "A", attached hereto and incorporated herein by reference, (hereinafter "Technology Services"); and

WHEREAS, the Vendor has the necessary qualifications, expertise, experience and ability to provide the Technology Services on behalf of the City; and

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

- A. The Vendor shall, in a professional and proper manner, provide Technology Services to the SPS in accordance with the terms and conditions of this Agreement and pursuant to Commonwealth of Massachusetts State Contract(s) identified as: MA(OSD) ITS07 (hereinafter referred to as "the State Contract").
1. In accordance with the terms and conditions of this Agreement and the State Contract, the Vendor represents that it is qualified to perform the Technology Services and has obtained all requisite licenses and permits to perform the Technology Services.
 2. The Vendor shall attend all necessary conferences and meetings with the City during all stages of the Technology Services.
 3. The Vendor and City recognize that the technology industry is constantly evolving and that modifications to the Technology Services may be required and therefore, agree that the Vendor shall consult with the City through its designee Robert G. Hamel, Assistant to the Superintendent, and receive his prior written approval before making any allowable modifications to the Technology Services defined in Exhibit "A" and shall conform its Technology Services to such approved modifications.

2. TIME:

The Vendor hereby agrees with the City to furnish & deliver Technology Services for a period of one (1) year commencing on July 1, 2007 and shall be completed by June 30, 2008 unless amended by the parties hereto.

3. **COMPENSATION, PAYMENT AND BILLING PROCEDURE:**

- A. It is expressly agreed and understood that in no event shall the City have any financial liability under this Agreement. Funding for this contract shall be in the amount of:

One Million Eight-Hundred Forty-Five Thousand and 00/100 Dollars (\$ 1,845,000.00)

and shall be provided for as specified in Sections B,C, D, and E as detailed below.

- B. If the City is eligible for a Universal Service Fund Discount for the Technology Services from the Schools and Library Division (hereinafter "S.L.D.") of the Universal Service Administrative Company (hereinafter "USAC") which is a non-profit corporation which administers the Universal Service Fund for the Federal Communication Commission ("FCC"), payment for the Technology Services will be made either by the Service Provider Invoice method ("SPI") or a Billed Entity Applicant Reimbursement ("BEAR") method as specified by USAC under the FCC "ERATE" program. Under the "SPI" method of reimbursement, the City will pay only its discounted share to the Vendor; the balance of the invoice is paid or credited to the Vendor by USAC. In some situations the SPI method of payment is impractical. In such cases, the City may choose the BEAR method of payment. Under the BEAR method, the City will pay Vendor's invoice in advance of the City receiving the USAC reimbursement. Under the BEAR method, when and if a USAC funding commitment letter is later obtained, the City will request a reimbursement from USAC. **Upon receipt of the BEAR, the Vendor must promptly remit that sum to the City. If the BEAR method is used, once the Vendor obtains the reimbursement from USAC, the Vendor acts merely as a pass-through and must reimburse the City its money. The parties agree that any BEAR Reimbursement is the absolute property of the City and that the Vendor has no legal or equitable right to the BEAR Reimbursement.**
- C. Pursuant to Vendor's quote attached hereto as Exhibit "A" and pursuant to applicable Commonwealth of Massachusetts Blanket pricing, USDLA (United States Distance Learning Association) agrees to compensate Vendor for Technology Services less any monies awarded through direct payment by S.L.D. to the Vendor as referenced in this Agreement and consistent with applicable federal statutes, regulations, and USAC's rules and manual.
- D. Payments will be made pursuant to paragraph 3.C of this Agreement only upon the submission of an invoice to the City that clearly states the services provided, including the date and nature of the services rendered. Invoices must be submitted in triplicate and mailed to:
- United States Distance Learning Association
Attn: USDLA Digital Divide Fund
8 Winter Street, Suite 508
Boston, MA 02108-4705**
- E. The City shall not be liable for any services, expenses, or costs in connection with the Technology Services in excess of the amount currently appropriated therefore under this Agreement or any amendments hereto.
- F. Retroactive E-rate Award: The Vendor agrees to provide the services to the City as described herein during the term of this Agreement, July 1, 2007 through June 30, 2008, pending receipt of a Funding Commitment Decision Letter ("FCDL") from E-rate for Funding Year 2007, as the Vendor did for Funding Year 2006. The Vendor anticipates a

retroactive award from E-rate for Funding Year 2007 as was received for Funding Year 2006. However, in conformity with this Section 3, the Vendor will accept full financial liability for the project and its service continuance through Funding Year 2007. The Vendor acknowledges and accepts that the services will continue at the Vendor's risk and not that of the Springfield Public Schools, in the event that retroactive E-rate award is not received for Funding Year 2007.

The Vendor agrees not to invoice E-rate for any services during Funding Year 2007 until: (1) the FCDL has been received by SPS and the Vendor; (2) this Agreement has been signed by all necessary parties; and (3) Form 486 has been filed with E-rate. The USDLA has already granted approval to SPS through 2009 in support of the AchieveXpress project. Although SPS has already been granted approval for 2007 E-rate, the Vendor will not ~~invoice the grant for the "co-pay" amount until all of the above-mentioned details are~~ completed with E-rate and this Agreement is fully signed.

4. **TERMINATION:**

The City may terminate this Agreement for any reason prior to the date of expiration with 15 days written notice. In the event of termination of this Agreement, the sole remedy available to Vendor is the amount of fees for Technology Services rendered but not yet paid.

5. **REMEDIES OF THE CITY:**

If Vendor shall provide services to the City in a manner which are not to the satisfaction of the City, City may suspend or terminate payment to Vendor in whole or in part, until the Technology Services described in Exhibit "A" are completed to the satisfaction of the City and in addition may:

- A. require the Vendor to provide Technology Services which are satisfactory to the City at no additional cost to the City, or
- B. obtain services at the cost of the Vendor in substitution for those due from the Vendor, or
- C. terminate this Agreement.

6. **LIABILITY AND INSURANCE:**

- A. The Vendor shall at its own expense shall provide, maintain and require its subcontractors to provide and maintain all insurance for its employees, including disability, worker compensation and unemployment compensation, in accordance with the statutory requirement of any state where the work is performed. The Vendor is an independent contractor and is not an employee or agent of the City.
- B. The Vendor shall indemnify and hold harmless the City against any and all liability, lost damages, costs or expense for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the Technology Services performed under this Agreement by reason: of any negligent action/inaction or willful misconduct of the Vendor, its agents or persons employed by the Vendor, or any of its subcontractors.

7. **SUCCESSORS AND ASSIGNS:**

- A. The City and the Vendor each binds itself, and legal representatives to such other party with respect to all covenants of this Agreement.
- B. Neither the City nor the Vendor shall assign any interest in this Agreement or transfer any interest in the same without prior written approval of the other party thereto.

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

During the performance of this Agreement, the Vendor agrees as follows:

- A. The Vendor will not discriminate against any client or applicant for services because of race, color, religion, sex, sexual orientation, disability, family status or national origin. The Vendor will take affirmative action to ensure that clients, applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, disability, family status or national origin.
- B. In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further City contracts.

9. **CONFLICT OF INTEREST:**

- A. The Vendor further covenants that in the performance of this Agreement that it does not have any interest, direct or indirect, which will conflict in any manner or degree with the performance of the services hereunder, as set forth in chapter 268A of the Massachusetts General Laws.
- B. No officer or employee of the City shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested. No officer or employee of the City shall have any interest, direct or indirect, in the Agreement or the proceeds thereof.

10. **APPLICABLE LAW AND EXCLUSIVE FORUM:**

- A. This agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.
- B. The parties hereto expressly agree that the sole and exclusive place, status and forum of this agreement shall be the City of Springfield, Hampden County, Massachusetts. All actions and legal proceedings which in any way relate to this agreement shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City of Springfield, Hampden County, Massachusetts. It is the express intention of the parties to this agreement that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this agreement shall be either the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in the

Hampden County Hall of Justice, Springfield, Massachusetts or the United States District Court sitting in Springfield, Massachusetts.

11. **COMPLIANCE WITH LAWS:**

The Vendor shall comply with all applicable rules and regulations promulgated by all local, state and national boards, bureaus and agencies.

12. **EFFECTIVE DATE:**

This Agreement shall become effective upon execution by all necessary parties listed on the signature page, including the Mayor of the City of Springfield.

13. **EXTENT OF AGREEMENT:**

This Agreement represents the entire and integrated Agreement between the City and the Vendor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Vendor.

IN WITNESS WHEREOF, the **CITY OF SPRINGFIELD**, acting by and through its School Department and Chief Procurement Officer, with the approval of its Mayor, have executed this Agreement as a seal instrument on the day and year dated below.

VENDOR:

Achieve Telecom Network of MA, LLC.

By: _____

Victor E. Satto

CITY OF SPRINGFIELD

[Signature]
Superintendent of Schools

Approved as to Form: _____

[Signature]
City Solicitor

[Signature]
Assistant

[Signature]
Chief Procurement Officer

LM
Approved as to appropriation: NA

[Signature]
Deputy City Auditor

8/3/07

APPROVED:

[Signature]
CHARLES V. RYAN, MAYOR and
CONTROL BOARD DESIGNEE

Reviewed:

[Signature]
Chief Financial Officer

Date Signed: _____



EXHIBIT A

Springfield Public Schools

*Response to 470 Application Number
774250000597294*

November 30, 2006

Dr. Robert G. Hamel
Assistant Superintendent
Springfield Public Schools
195 State Street
Springfield, MA 01102-1410

EXHIBIT A

Subject: **Response to SLD 470 Application Number: 774250000597294**

Achieve Telecom Network of MA, LLC, **SPIN Number 143026761**, is pleased to submit this response to SLD 470 Application Number **774250000597294** for your review and consideration in response to your specific request for **Digital Transmission Services**. In this response Achieve Telecom offers a comprehensive solution for an end-to-end network video solution that features the delivery of high-quality live, scheduled and on-demand video content and all of the requested service as fully-managed telecommunications services as defined by the Federal Communications Commission and welcome the opportunity to showcase the value these digital transmission service bring to the Springfield Public Schools. Achieve Telecom currently has similar projects with DC Public Schools, and multiple school districts in Massachusetts including Somerville, Brockton and Chelsea.

Achieve Telecom is a certified, Eligible Telecommunications Service Provider (ETP) with the Schools and Libraries Division of the Universal Service Administrative Company and offers fully-managed telecommunication services. Achieve Telecom provides tariffed telecommunications services across the United States in accordance with the regulations of the Federal Communications Commission. Achieve Telecom is also an 8(a) SBA certified woman owned business and SOMWBA certified in the Commonwealth of Massachusetts.

Please see the attached proposal, which documents the scope of work, pricing and specifications.

If you have any questions with regard to the attached proposal or need any further assistance please feel free to contact me directly.

Sincerely,

Nicholas A Gatto

Director of Customer Service

Achieve Telecom Network
40 Shawmut Rd., Suite 200
Canton, MA 02021
888-743-1144 (toll free)
nicgatto@achievetelnet.com
www.achievetelnet.com

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3.0 Proposer Qualifications

Achieve Telecom Network of MA, LLC is a certified, Eligible Telecommunications Service Provider (ETP) (SPIN Number 143026761) with the Schools and Libraries Division of the Universal Service Administrative Company and offers fully-managed telecommunications services. Achieve Telecom provides tariffed telecommunications services across the United States in accordance with the regulations of the Federal Communications Commission (FCC) and is certified by the FCC to deliver and offer these services.

Achieve Telecom is certified by the State Office of Minority and Women Business Assistance as a small, woman-owned business in the Commonwealth of Massachusetts as well as 8(a) certified by the United States Small Business Administration.

Achieve Telecom Network provides digital transmission and distance learning services to improve K-12 technology resources and enhance performance of students in the most difficult school settings, urban and rural America. Achieve Telecom provides high quality, fully managed telecommunications services for the delivery of educational content, via video-on-demand ("AchieveXpress"), interactive TV ("AchieveXpress IC") and videoconferencing ("AchieveXpress VC") to support the learning process for teachers and students across the country.

Achieve Telecom has fully operational E-rate funded projects in Somerville, Brockton and Chelsea, Massachusetts which represents approximately one hundred installed schools. We also have showpiece pilot projects at McKinley Technology High School in DC and West Roxbury High School in the Boston Public School District.

Achieve Telecom also has contracts with the District of Columbia Public Schools for the installation of the AchieveXpress service for the entire district which represents 150 schools and Prince George's County, MD for fully operational AchieveXpress with IPTV and Video Conferencing in six high schools with plans to eventually implement a district-wide solution.

The AchieveXpress satellite networks are provided in partnership with Roberts Communications Network, Inc. ("RCN") which specializes in providing satellite communications used to transmit the audio, video and data for educational programming, sporting events, and shopping channels. RCN supplies satellite bandwidth and certain technology and engineering services to support all the fully managed Achieve Telecom networks whether it is AchieveXpress, AchieveXpress IC or AchieveXpress VC.

We believe the future of Simulcast Transmission in the point-to-multipoint environment of these industries will best be served by satellite communications technology for years to come. Consequently, RCN has recently completed a total upgrade of its satellite communications network at a cost of approximately Twenty Million Dollars (\$20,000,000).

The AchieveXpress satellite communications network provides forty one (41) channels of digital audio, video, and data utilizing the following infrastructure:

1. Fifty three (53) uplink facilities located throughout North America consisting of three (3) multiple antenna fixed uplink facilities (teleports), twenty six (26) single antenna fixed uplink facilities, and twenty four (24) single antenna transportable uplink facilities (trucks/trailers/shelters).

-
2. One hundred ten (110) new MPEG-2 digital encoding systems (Wegener Communications) ("Envoy") and five thousand five hundred (5,500) new MPEG-2 digital integrated receiver decoders (IRDS) (Wegener Communications) ("Unity 500").
 3. Full time leases (24 hours a day x 365 days per year) on five (5) C-band transponders on satellite Galaxy 3C through December 31, 2007 with renewal options through December 31, 2009. In addition, a full time lease on one (1) C-band partial transponder on satellite Galaxy 11.

Overall, twenty (20) channels of digital audio and video utilizing the following infrastructure are provided:

1. A fully redundant KU-band uplink facility located in Las Vegas, Nevada.
2. A twenty (20) channel statistical multiplex encryption system (Harmonic) and Nagra Conditional Access System.
3. A full time lease on one (1) KU-band transponder on satellite Galaxy 3C through August 17, 2010.
4. A complete mirrored back-up of the Network Operations Center is located in Plymouth, NH.

The AchieveXpress solution uses the power of iDirect, a two-way satellite vendor. iDirect Technologies provides its two-way broadband IP access over satellite solution through a channel distribution strategy employing a worldwide network of service providers and network operators.

EXHIBIT A

4.0 Services and Support

4.1 Educational Mission Summary

EXHIBIT A

Educational Advantages

The Achieve Telecom Network's distance learning transmission service, called **AchieveXpress**, is a comprehensive telecommunications service that permits video, audio and text files to be transmitted from one site to one or more sites for use by educational institutions and libraries. ~~AchieveXpress delivers rich educational opportunities by providing enriched experiences with~~ video distribution for multimedia curriculum, staff development and interactive communications.

To provide students with the best education requires compelling curriculum delivered in an engaging learning environment by qualified teachers. Video is appealing and familiar to students. It can make abstract ideas come to life, and demonstrate things that cannot be created or visualized in the classroom. Live and on-demand video, including video conferencing can enhance and expand curriculum resources and offerings. Video solutions can also provide anytime, anywhere staff development for classroom management, subjects and technology. It can be an effective communication tool for District communications, human relationships management, and emergency procedures. AchieveXpress distance learning service with content delivery, video-on-demand, interactive TV and video conferencing provides for enhanced curriculum, professional development and administrative communications.

Computer technology is now integrated into the curriculum and students expect rich media content and highly interactive educational programs. Enhancing education through video can provide students with experiences that are not traditionally available in the classroom. It can bring people, places, things, and events into the classroom that students might otherwise never experience. Video delivers historical documentaries, current news and events, visits by specialists, and enhanced field trips such as science activities and explorations. Integration of video and multimedia can support a range of student needs with various learning requirements.

To provide the best student education, teachers must be current in their subject matter, classroom management, and technology. This requires significant professional development that can be costly and time-consuming. Schools must create professional development programs that minimize disruption to classroom activities and control costs associated with courses, seminars and travel.

School districts depend very heavily on communications for school operations and administration. Video conferencing can enhance and extend district meetings allowing staff to share ideas and best practices. It can improve the dissemination of information such as human relations policies, emergency procedures and even provide districts with the opportunity to hold parent meetings to discuss topics of importance to the broader school community. Content delivery, video-on-demand, interactive TV and video conferencing provide schools and school districts with the necessary tools to meet these needs.

EXHIBIT A

School District Benefits

The use of video rich educational materials, content delivery, video-on-demand, interactive TV and video conferencing provide schools and school districts with many important benefits:

- Expanded curriculum offerings through broader availability of resources
- Enhanced learning experiences through video and rich media content
- Distance learning to bring broader curricular offering, particularly in foreign language courses and advanced placement opportunities to all students
- Convenient and expanded teacher professional development
- Reduced administrative cost and travel associated with collaborative meetings and conferences

The AchieveXpress solution bring a dedicated and very robust data network to allow schools and school districts to easily and cost-effectively benefit from the educational advantages of content delivery, video-on-demand, interactive TV and video conferencing.

4.2 Technology Overview

The telecommunications services of AchieveXpress are used to electronically deliver training and instructional materials and other data to equipment provided by Achieve Telecom that is then connected to the Customer's local area network. Achieve Telecom provides AchieveXpress as a fully managed telecommunications service that provisions additional terrestrial or satellite connections for delivery.

The AchieveXpress solution provides an end-to-end network video solution that features the delivery of high-quality live, scheduled and on-demand video content as an infrastructure solution for distance learning and other applications that require multi-media formats and delivery of all content to multiple locations. The AchieveXpress solution significantly enhances the security, reliability, quality and manageability of distance learning applications and content. In addition, AchieveXpress enables K-12 school districts and other customers to move information close to targeted end-users and enhance overall learning by synchronizing information across the entire district. The underlying premise of AchieveXpress is to, "Get valuable information where it is needed, when it is needed in a secure, reliable and high quality manner that eliminates any management responsibility for school personnel."

AchieveXpress delivery of content for the school district can be "live" to facilitate interactive TV delivery and/or videoconferencing or "on-demand" to facilitate video and other content delivery on the demand of the teachers and administrators.

AchieveXpress provides a limited suite of applications, focused on the critical need for authentication and authorization. The key feature of AchieveXpress is the underlying infrastructure that enables school-selected applications to provide users with the maximum benefit and increase the K-12 school district's ability to shared high-quality resources (video, audio and text assets) across the entire teaching and learning spectrum and across all grades,

EXHIBIT A

teachers and students by means of this distributed network service. AchieveXpress does not provide any of the content that is to be delivered, but rather provides the transmission circuit over which this delivery shall take place. Achieve Telecom will provide the Customer with the information necessary to format Customer-provided or Third-Party content for use over the AchieveXpress network.

Educational resources and training via AchieveXpress can be delivered live or on-demand and at the quality that teachers and students expect from cable TV-like experiences. Teachers and students can access educational material collectively in a central school location or individually from their school, office and home computers.

Achieve Telecom delivers AchieveXpress as a managed telecommunications service. Schools and libraries are eligible for funding discounts by the Federal E-rate program that provides between 20% and 90% of the total cost to eligible K-12 schools and libraries.

4.3 Overview of Achieve Telecom Network Products and Services

The AchieveXpress service provides robust Internet Protocol ("IP") delivery across a dedicated Wide Area Network ("WAN"), provided by the service, that in turn provides a single point of access to the customer's Local Area Network ("LAN").

AchieveXpress is the product of Achieve Telecom, a certified, Eligible Telecommunications Service Provider (ETP) with the Schools and Libraries Division of the Universal Service Administrative Company and offers fully-managed telecommunication services. Achieve Telecom provides tariffed telecommunications services across the United States in accordance with the regulations of the Federal Communications Commission.

AchieveXpress

Achieve Telecom Network's Distance Learning Transmission Service

The Achieve Telecom Network's Distance Learning Transmission Service, called AchieveXpress, is a comprehensive telecommunications service that permits video, audio and text files to be transmitted from one site to one or more sites for use by corporations, government facilities, educational institutions, or libraries.

The telecommunications services of AchieveXpress provide an end-to-end network video solution that features the delivery of high-quality live, scheduled and on-demand video content that are used to electronically deliver instructional materials and other data to equipment provided by Achieve Telecom that is then connected to the Customer's local network.

AchieveXpress delivery of content for the school district can be "live" to facilitate interactive TV delivery and/or videoconferencing or "on-demand" to facilitate video and other content delivery on the demand of the teachers and administrators.

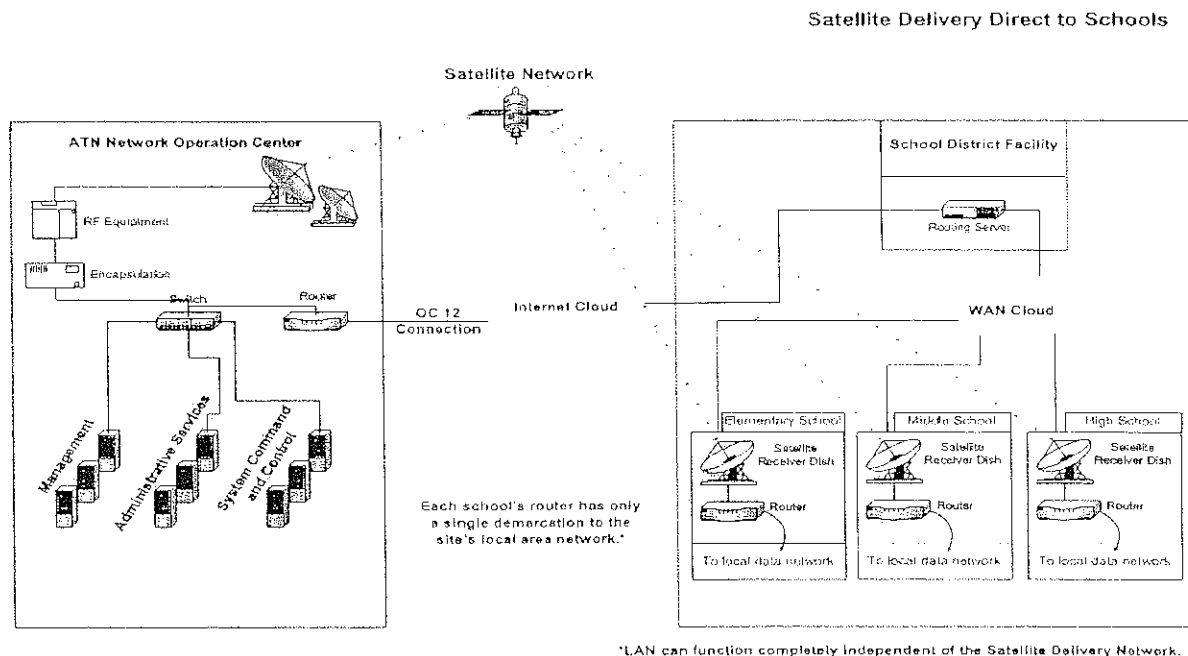
The AchieveXpress solution significantly enhances the security, reliability, quality and manageability of distance learning applications and content. In addition, AchieveXpress enables K-12 school districts and other customers to move information close to targeted end-users and enhance overall learning by synchronizing information across the entire district. The underlying premise of AchieveXpress is to, "Get valuable information where it is needed, when it is needed in a secure, reliable and high quality manner that eliminates any management responsibility for school personnel."

EXHIBIT A

The delivery of the information occurs in the following three (3) modalities:

- o **AchieveXpress - Video On Demand**

AchieveXpress is a fully managed service that electronically delivers instructional materials on teacher demand to an Achieve Telecom-provided routing server that is connected to the Teacher's local network. The key feature of AchieveXpress is the underlying infrastructure that enables School District-selected applications to provide users with the maximum benefit and increase the School District's ability to shared high-quality resources (video; audio and text assets) across the entire teaching and learning spectrum and across all grades, teachers and students by means of this on-demand and robust distributed network service. The basic network architecture for AchieveXpress fully managed is shown in the diagram below:



In simple but powerful terms, AchieveXpress services creates the delivery highway over a dedicated WAN, supplied by Achieve Telecom, for multimedia content to the customer's LAN for use by identified learners.

All AchieveXpress fully managed services, as shown in the diagrams above are composed of the following four (4) key elements:

1. **Network.** The service includes satellite and terrestrial networks for distributing content and for quickly accessing the Internet. Typically, the service is deployed with a dedicated WAN, supported by two-way satellite connections and supplied by Achieve Telecom, to provide connectivity between schools in the District. This network can provide for live interactive TV or videoconferencing with multicasting of programs and associated teaching content from at a central School District location to the Achieve NOC and then to satellite receivers at the schools. Bandwidth on this network will be

EXHIBIT A

provisioned to support the aggregate usage and will initially be configured for 5 Mbps (burstable).

2. Network Operations Center. The NOC provides overall network management and control.
3. School on-premise equipment. The AchieveXpress equipment installed at each school receives the content delivery, interfaces with the WAN, stores the delivered content and then re-serves it on-demand over the LAN to the students and teachers. At one or more locations in the School District, AchieveXpress also provides the Interactive TV server to facilitate the use of Interactive TV that originates from the media center to multiple learners across the AchieveXpress network. Videoconferencing can also be added at designated locations.
4. Equipment installation and service. The AchieveXpress solution provides full installation, support and help desk/maintenance services as well as associated documentation, IT staff and end user training as a fully-managed service.

This is a complete turnkey end-to-end distance learning service that can be combined with rich media educational videos and lessons from third-party distributors designed to take advantage of the latest educational technologies.

4.4 AchieveXpress Technical Specifications

This section provides the system specifications for all AchieveXpress services.

➤ On-Premise Equipment

The specifications for the hardware and software to be installed in each customer site are described in this section. The On-Premise equipment is an integral part of the Telecommunications Service. The following conditions apply:

- A. The on-premise equipment will be provided by the same service provider that provides the eligible telecommunications or Internet access service of which it is a part.
- B. Responsibility for maintaining the equipment rests with the service provider, not the school or library.
- C. Ownership of the equipment will not transfer to the school or library in the future, and the relevant contract or lease does not include an option to purchase the equipment by the school or library.
- D. Upfront, capital charges of the on-premise equipment are less than 67% of total charges (recurring plus non-recurring) in the funding year.
- E. The equipment will not be used by the school or library for any purpose other than receipt of the eligible telecommunications or Internet access service of which it is a part.
- F. The Local Area Network of the school or library is functional without dependence on the equipment.
- G. There is no contractual, technical, or other limitation that would prevent the service provider from using its network equipment in part for other customers.

EXHIBIT A

At each site, the following complement of equipment will be provided:

- **Satellite Antenna Dish**

A Ku-band two-way satellite antenna dish, with an aperture of approximately 1.2m, will be installed at each school in districts to provide the satellite WAN network. The satellite dish's LNB output will be fed to the distribution server for demodulation and digitization.

- **Routing servers**

A routing server will be installed in the school's data closet. Achieve Telecom has selected its routing server for its performance, breadth of functionality, and manageability as follows:

- Reception of video and other education materials via the satellite downlink and/or terrestrial network. The routing server shall include the capability to receive multicast distributions that have been transmitted via a reliable, compressed format and to automatically reconstruct and request any missing transmissions. Content may be periodically refreshed by the central distribution server, which transmits only the changes that have been made. Any change in content on the origin servers is automatically reflected throughout the network.
- Storage of videos and related educational material for playback over the school's LAN. Storage shall be configured in a RAID 5 (Redundant Array of Independent Disks) manner, such that failure of any single disk does not cause loss of content or a system failure. Video storage shall be sufficient to store at least 250 titles (125 hours), where the average title is 30 minutes long and encoded at 1 Mbps (approx. 80 GB).
- Routing server streaming functionality. The delivery server shall stream high quality video over IP using an embedded application-layer Windows Media Technology server. This server shall stream videos encoded in Windows Media format to end users, controlling bandwidth and connection quality while enabling videos to be played even when the Internet connection to the NOC is not operational. Additionally, the server shall support both MPEG1 and MPEG2 video streaming to end user PCs.

The Achieve Telecom routing server supports overall service and content management, by providing the hosting center with the following information:

- Periodic status updates, reflecting the health of the server and associated applications.
- Remote configuration interface, enabling Achieve Telecom to centrally configure and control the equipment from the hosting center and to remotely distribute software upgrades to the system.
- Content usage data, identifying who saw what, when, and with what quality.
- Content status storage utilization, identifying content stored on the Achieve Telecom server.
- Connectivity between the Achieve Telecom server and the school's LAN shall be via a 100 Base-T Ethernet interface. The Achieve Telecom server shall provide an

EXHIBIT A

additional Ethernet interface to provide additional or redundant connectivity to the LAN or to a remote site. The schools infrastructure should provide a minimum of one switched Ethernet connection to each classroom, WAN connectivity to the Internet and a public IP address.

The routing server shall be interoperable with the content distribution, webcasting authentication, network management, remote administration, and log aggregation protocols employed by the NOC central routing server used by the network operations and hosting service.

- o **AchieveXpress IC**

A dedicated distance learning circuit will be installed in a selected location(s) to provide enhanced multimedia interface, master control, live MPEG 1, 2, and 4 encoding, multipoint control, video channel modulation and amplification and serving. The dedicated distance learning circuit uses network-friendly IP multicast and is extremely efficient for large audiences by sending one stream of data per program to an unlimited number of viewers simultaneously.

The AchieveXpress IC service supports all Windows, UNIX VIC, VAT Mbone tools, and Apple QuickTime workstations and allows any viewer who is watching the program to submit a text-based question online. The Interactive TV software presents the questions to the speaker for immediate response or archives them for follow up later.

The AchieveXpress SlideCast feature delivers PC-generated presentation materials in one viewing window, while the presenter appears in another. Viewers see both windows with the actual demonstration materials and the speaker describing them on screen, much the same as if they were in the same room, instead of at a remote site. Also, with the AchieveXpress Web Presenter feature, viewers can launch a video window and Web pages concurrently for enriched understanding. The AchieveXpress IC StreamWatch gathers viewer demographics, such as number of viewers, their identities and their viewing times.

- o **AchieveXpress VC**

The AchieveXpress VC service begins with a Multipoint Control Unit that allows multiple participants in multiple locations to attend the same meeting with full real-time interactivity. Next, there is the Multimedia Conference Manager, which provides an H.323 Gatekeeper/Proxy and an ISDN Gateway. Combine these videoconferencing management tools with the H.323-compliant endpoints, all running over the AchieveXpress VC network infrastructure, and we can create a complete videoconferencing solution.

These products, and the services they enable, such as collaborative meetings, conferences, distance learning, and more, are developed for the School District to provide a reliable and cost-effective network infrastructure for videoconferencing application deployment. The AchieveXpress VC service enables video applications over IP networks and at the same time, integrates legacy H.320 systems - protecting the School District's original investment in videoconferencing.

AchieveXpress VC capability is real-time, two-way interactive video and can include IP capabilities in any locations. The network will support real-time transfer in both directions. AchieveXpress VC offers decentralized multipoint capability and intelligent bandwidth scaling to adapt to fluctuations in network traffic. We offer steady-state 150-200ms latency in multipoint calls and will display four CIF video streams simultaneously (all at 30 fps).

EXHIBIT A

The network for AchieveXpress VC will provide up to 4-way continuous presence video and 8-way continuous presence audio in a single conference, built-in collaboration to share computer documents, multipoint control of all conference, Preview Mode for local multimedia presentations, Windows® based, drag and drop user interface, floating chair control and mixed CIF/QCIF/mixed bit rate conferences.

AchieveXpress VC is designed specifically for dedicated distance learning applications and is designed for ease of use for non-technical users. Please see the pricelist for specific E-rate eligibility details but the technical details are as follows:

CODEC elements:

Supports H.323, H.324, and the integration of H.320

- 30fps @ 384 and greater
- Minimum transmission speed at 384kbs
- Support for 2nd camera, document camera, VCR from separate inputs, 2 simultaneous displays (s-video) and 2 VGA outs
- Voice tracking both on board and add-on
- Web based remote basic management
- Supports TCP/IP and provides DHCP services both client and server
- Supports Microsoft NetMeeting
- Live video streaming capability using Apple QuickTime, Real Player, and/or Microsoft Windows Media
- One integrated remote control unit
- 10/100 Ethernet port
- Integrated (codec, camera and microphone) tabletop or monitor set top solutions (see pricelist)
- 1 year parts and labor warranty (with option to purchase year 2 and 3 extended warranty)

➤ **Installation**

Achieve Telecom will install the equipment, and provide the necessary hardware to support this installation, including the following:

- Two-way satellite antenna (1.2m) and roof or exterior wall mounting kit.
- Routing server with mounting hardware. The routing server will be available either in a router/card, 1 RU (1.75") EIA standard rack-mount or in a tower configuration. During the installation survey, a determination will be made as to the best configuration for each school or library.
- AchieveXpress IC service with all software preloaded for service to provide enhanced multimedia interface, master control, live MPEG 1 and 2 encoding, multipoint control, video channel modulation and amplification and serving.
- Videoconferencing equipment at designated locations.
- Cabling between the routing server and the a) satellite antenna, b) access router, and c) LAN switch. Cabling between the Interactive TV server, AchieveXpress VC equipment and the two-way satellite antenna.

EXHIBIT A

4.5 The AchieveXpress User Experience

The AchieveXpress service provides the school system with the tools to create interactive distance learning programming for video-on-demand, Interactive TV and videoconferencing that are hosted on the Achieve Telecom servers at the school and transmitted via two-way satellite through the Network Operating Center.

➤ **AchieveXpress Portal Interface for the User**

The AchieveXpress portal integrates a video library browser, distribution and playback tool with web-based lesson management. The portal is a web-based tool that is accessed by teachers and students using the Microsoft Internet Explorer browser.

The AchieveXpress video management service brings the highest quality education media to the classroom, and does so by employing the following functionality:

- **Browsing.** Teachers may browse the video title selection available from both school and from home, searching by applicable grade level, course, keyword, etc. The browser displays available information describing the video, its constituent clips, and run lengths.
- **Preview.** During course preparation, teachers may view the video for applicability, and select that video for incorporation into the lesson activity from either her computer at school or at home.
- **Order and reserve.** One day prior to using the video in the class, the teacher should check if the video is available at the school. If the title is not at the school, the teacher may order the video for delivery from the NOC to the routing server in the school. Teachers can order as many videos as they need – there are no additional charges associated with this ordering process. To ensure that their video is available the day of the class, teachers may reserve the video for a period of time. Unreserved videos may be automatically deleted by the system to provide space for new requests.
- **Play.** Videos that are at the school may be played with full VCR-like commands and will be streamed from the AchieveXpress server at the school.
- **Live scheduling.** Both the Interactive TV and Videoconferencing functionality are scheduled and controlled with the central portal management tools.
- **Automatic archiving.** All Interactive TV programs will be automatically archived to the NOC, listed in the video catalog and available for on-demand use.

➤ **Network Connectivity**

The AchieveXpress service will provision each customer site with the following connectivity:

Two-way Satellite network for dedicated WAN with a minimum of 5 Mbps (burstable), dedicated to the transmission of content to the schools.

EXHIBIT A

5.0 Pricing

AchieveXpress provides a comprehensive digital transmission service for distance learning. The key elements of the AchieveXpress solution are the distance learning circuits, the IP transport via two-way satellite, and the intelligent management of the service to support on-demand requests from teachers and administrators, all delivered as a fully managed telecommunications service.

AchieveXpress IC service provides the advantages of live programming, offered over the robust AchieveXpress IC network, with interactive controls, but limited real time interactivity, to facilitate distance learning for students in remote classrooms.

AchieveXpress VC service provides the advantages of real time interactivity to support live instruction and collaborative educational meetings, delivered over the AchieveXpress VC network.

These products are available as stand alone dedicated distance learning circuits, and are eligible for reimbursement as a fully managed telecommunication service(s). These dedicated distance learning circuits are provided by Achieve Telecom and in conformity with the conditions for On-premise Equipment as detailed in Section 4.4 of this response. Please note that a discount is available if multiple services are ordered. Please see Section 5.1 for details.

EXHIBIT A

5.1 Feature and Pricing Schedule

Feature & Pricing Schedule			
Feature	Service Options		
	AchieveXpress	AchieveXpress IC	AchieveXpress VC
For All Services			
Network Routing Server	✓		
Satellite Dish	Optional	Optional	Optional
Satellite Decoder / Encoder	Optional	Optional	Optional
Cabling	✓	✓	✓
Connection to School's LAN	✓		
Site Installation & Testing	✓	✓	✓
24/7 Telephone / Email Support Desk	✓	✓	✓
5 Mbs/Sec Satellite link to NOC	Optional	Optional	Optional
Network Monitoring	✓	✓	✓
System Maintenance	✓	✓	✓
NBD Hardware Replacement	✓	✓	✓
For ITV Locations			
Interactive TV Codec		✓	
Connection to Satellite Network		Optional	
Installation & Testing for ITV		✓	
Interactive TV Server Maintenance		✓	
Camera/ Microphones for ITV		Not Included	
For Video Conferencing Locations			
Codec			✓
Connection to Satellite Network			Optional
Installation & Testing of VC			✓
Codec Maintenance			✓
Monitor, Camera, & Microphones*			✓
Pricing - Per Location			
One-time setup & installation charge	\$150	\$200	\$200
Monthly telecommunications charge			
Service with Satellite Network	\$3,750/ mo.	\$4,000/ mo.	\$4,000/ mo.
Service without Satellite Network	\$3,000/ mo.	\$3,500/ mo.	\$3,500/ mo.

Discounts available for multiple services: 25% Discount for any two services

40% Discount for all three services

* Videoconferencing service needs to be cost allocated for e-rate reimbursement; Achieve Telecom's Videoconferencing service is 77% eligible.

EXHIBIT A

5.2 Springfield Monthly Telecommunications Service Charges

<i>Units</i>	<i>Service</i>	<i>Price</i>	<i>Extended Price</i>	<i>E-Rate Eligibility</i>	<i>Amount Eligible for E-rate Reimbursement</i>
1	AchieveXpress with Satellite Network	\$3,750.00	\$3,750.00	100%	\$3,750.00
50	AchieveXpress without Satellite Network	\$3,000.00	\$150,000.00	100%	\$150,000.00
Totals		\$6,750.00	\$153,750.00		\$153,750.00

Total Cost of Telecommunications Digital Transmission Service for 51 sites in Springfield Public Schools \$1,845,000.00.

STATEMENT OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of Achieve Telecom Network
held on June 23, 2004 at which time all voted that VICTOR E. GAITO, CHAIRMAN

of this Company, be and hereby is authorized to execute contracts and bonds in
the name and on behalf of said Company, and affix its Corporate seal thereto,
and such execution of any contract

of obligation in this Company's name on its behalf by such
person VICTOR E. GAITO under seal of the Company, shall be valid
and binding upon this Company.

A TRUE COPY,
ATTEST:

Victor E. Gaito

PLACE OF BUSINESS:

40 SHAWMUT RD, SUITE 200

CANTON, MA 02021

DATE OF THIS CONTRACT:

I hereby certify that I am Clerk of Achieve Telecom Network and
that

VICTOR E. GAITO
CHAIRMAN

is duly elected

of said Company, and that the above vote has not been amended or rescinded and
remains in full force and effect as of the date of this contract.

[Signature]
(Clerk's Signature)

GEORGE E. CHRISTODOULOU

(CORPORATE SEAL)

**Springfield, MA Appeal to the
Federal Communications Commission**

ATTACHMENT 5

Do not write in this area

Entity Number 120089 Applicant's Form Identifier 2005-10-01
 Contact Person ROBERT G. HAMEL Phone Number 413-787-7870

Block 6: Certifications and Signature

24 ☒ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (Check one or both.)

- a ☒ schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million; and/or
- b ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities.

25 ☒ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

- | | | |
|---|---|------------|
| a | Total funding year pre-discount amount on this Form 471
(Add the entries from Items 23l on all Block 5 Discount Funding Requests.) | 1671900.00 |
| b | Total funding commitment request amount on this Form 471
(Add the entries from Items 23K on all Block 5 Discount Funding Requests.) | 1454553.00 |
| c | Total applicant non-discount share
(Subtract Item 25b from Item 25a.) | 217347.00 |
| d | Total budgeted amount allocated to resources not eligible for E-rate support | 8500.00 |
| e | Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.) | 225847.00 |
| f | <input checked="" type="checkbox"/> Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Item 25e. | |

26 ☒ I certify that all of the schools and libraries or library consortia listed in Block 4 of this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, and an SLD-certified technology plan approver, prior to the commencement of service. The plans were written at the following level(s):

- a ☐ an individual technology plan for using the services requested in this application; and/or
- b ☒ higher-level technology plan(s) for using the services requested in this application; or
- c ☐ no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.

27 ☒ I certify that I posted my Form 470 and (if applicable) made my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.

28 ☒ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

29 ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the Billed Entity has not received anything of value or a promise of anything of value, other than services and equipment requested under this form, from the service provider(s), or any representative or agent thereof or any consultant in connection with this request for services.

30 ☒ I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

Entity Number 120089 Applicant's Form Identifier 2006-10-01
 Contact Person ROBERT G. HAMEL Phone Number 413-787-7870

Block 6: Certifications and Signature

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- b ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities.

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- | | | |
|---|---|------------|
| a | Total funding year pre-discount amount on this Form 471
(Add the entries from Items 23f on all Block 5 Discount Funding Requests.) | 1701000.00 |
| b | Total funding commitment request amount on this Form 471
(Add the entries from Items 23K on all Block 5 Discount Funding Requests.) | 1496880.00 |
| c | Total applicant non-discount share
(Subtract Item 25b from Item 25a.) | 204120.00 |
| d | Total budgeted amount allocated to resources not eligible for E-rate support | 5000.00 |
| e | Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.) | 209120.00 |
| f | <input checked="" type="checkbox"/> Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Item 25e. | |

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Do not write in this area

Entity Number 120089 Applicant's Form Identifier 2007-10-01
Contact Person ROBERT G. HAMEL Phone Number 413-787-7870

Block 6: Certifications and Signature

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- b ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities.

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- | | | |
|---|---|---|
| a | Total funding year pre-discount amount on this Form 471
(Add the entries from Items 23I on all Block 5 Discount Funding Requests.) | <input type="text" value="1845000.00"/> |
| b | Total funding commitment request amount on this Form 471
(Add the entries from Items 23K on all Block 5 Discount Funding Requests.) | <input type="text" value="1623600.00"/> |
| c | Total applicant non-discount share
(Subtract Item 25b from Item 25a.) | <input type="text" value="221400.00"/> |
| d | Total budgeted amount allocated to resources not eligible for E-rate support | <input type="text" value="5000.00"/> |
| e | Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.) | <input type="text" value="226400.00"/> |
| f | <input checked="" type="checkbox"/> Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Item 25e. | |

26 ☐ I certify that all of the schools and libraries or library consortia listed in Block 4 of this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, and an SLD-certified technology plan approver, prior to the commencement of service. The plans were written at the following level(s):

- a ☐ an individual technology plan for using the services requested in this application; and/or
- b ☒ higher-level technology plan(s) for using the services requested in this application; or
- c ☐ no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.

27 ☒ I certify that I posted my Form 470 and (if applicable) made my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.

28 ☒ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

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30 ☒ I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

**Springfield, MA Appeal to the
Federal Communications Commission**

ATTACHMENT 6



August 31, 2005

Dr. Joseph P. Burke
Superintendent of Schools
Springfield Public School District
195 State Street
Springfield, MA 01102-1410

Dear Dr. Burke:

The United States Distance learning Association (USDLA) is very pleased to reaffirm your grant approval subject to received funding from the USDLA K-12 Digital Divide Fund to cover your portion of the AchieveXpress Telecommunications distance-learning project that is not funded directly by E-rate. This letter is to inform you regarding the administration of this grant.

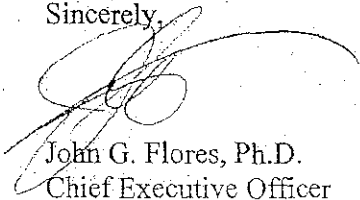
Exhibit 1 summarizes the project cost for your distance learning telecommunications service, and shows the amount of the USDLA grant for each year of your three-year contract subject to received funding. USDLA understands that the portion of your distance learning telecommunications service funded by E-rate will be paid directly to the vendor, Achieve Telecom Network of MA, LLC, by the Schools and Libraries Division (SLD) of the Federal Universal Service Administration commonly known as E-rate. The USDLA grant portion will also be paid directly to the vendor, Achieve Telecom, by the USDLA, subject to funding, utilizing the following procedures.

- 1) The vendor, Achieve Telecom Network of MA, LLC, will invoice you each month for your AchieveXpress telecommunications services. This invoice will show the total charges for the service and will also show the portion of current charges that is to be paid by E-rate. A copy of this invoice will automatically be sent by the vendor to the USDLA for processing of the non-E-Rate charges under your approved USDLA grant. You should not pay the balance due on your invoice for AchieveXpress services.
- 2) The vendor, Achieve Telecom Network of MA, LLC, will invoice the SLD monthly for the E-rate portion of your AchieveXpress telecommunications services.
- 3) Within 15 days of receipt of your Achieve Telecom invoice for AchieveXpress services, the USDLA Digital Divide Fund, which is subject to funding, will issue a payment to the vendor, Achieve Telecom Network of MA, LLC.

- 4) Your monthly invoice from the vendor, Achieve Telecom Network of MA, LLC will reflect E-Rate discounts taken and payments made from the USDLA Digital Divide Grant Funds.

If you have any questions regarding the grant process, please do not hesitate to contact me directly. If you have questions on your distance learning telecommunications service or invoice, please contact the vendor directly at 888 743-1144. Best wishes for a successful application with this new and very exciting distance learning technology initiative. I will be personally interested in tracking your progress.

Sincerely,



John G. Flores, Ph.D.
Chief Executive Officer

cc: Bob Hamel

enclosure (1)

Exhibit 1: Details of USDLA Grant Payments

**United States Distance Learning Association
K-12 Digital Divide Fund
Year 2004**

Entity Information	
SLD Billed Entity Number: 120089	
Applicant Name: Springfield Public Schools	
Address: 195 State St. PO Box 1410	
City: Springfield State: MA Zip: 01102	
Contact Information	
SLD Contact: Bob Hamel	District Contact: Bob Howell
Address: 195 State St. PO Box 1410	Address: 60 Alton St.
Springfield, MA. 01102	Springfield, MA. 01109
Phone Number: 413-787-7870	Phone Number: 413-787-6849
Type of Application: District	
Discount Funding Requests:	
FCDL Issue Date: June 14, 2005	
SLD FRN: 1207981	
Category of Service: Telecommunications Service	
SLD 470 Application Number: 686090000485856	
Service Provider Name: Achieve Telecom Network of MA, LLC	
SLD SPIN: 143026761	
Total Monthly Charges: \$141,750.00	
Number of Months of Service: 36 Months	
Annual Charges: \$1,701,000.00	
One-Time Charges: \$7,050.00	
Total Year 1 Charges: \$1,708,050.00	
E-Rate Discount Percentage: 86%	
USDLA Grant Year 2004: \$239,127.00 (Subject to funding)	
USDLA Year 2004 Monthly Reimbursement: \$987 Installation (one time) + \$19,845 / month Telecommunications Charge	

**Springfield, MA Appeal to the
Federal Communications Commission**

ATTACHMENT 7

Bank of America  Higher Standards

Online Ba

New mail • Search • Locations • Mail • Help

Accounts | Bill Pay & e-Bills | Transfer Funds | Business Tools | Investments | Customer Se

Accounts Overview | Account Activity | Account Summary | Find a Transaction

Check Image – Front and Back

Posting Date: 05/11/2006

Check #: 1019

Amount: \$12,850.50

Reference: 81270769999

Account: DDA-1526

Nickname:

U.S. DISTANCE LEARNING ASSOCIATION		06-05	1019
DIGITAL DIVIDE FUND			
8 WINTER ST. STE 605			
BOSTON, MA 02108-4741			
Pay to the	Date <u>5/9/06</u>		
Order of <u>Achieve Telecom Network</u>			\$ <u>12,850.50</u>
<u>Twelve thousand eight hundred + fifty + 50/100</u>		Dollars	
Bank of America			
ACH/EFT 011000138			
For <u>Invoice # SPR-0406</u>	<u>John P. H.</u>		
#001019# 1011000138# 004600391526#		#0001285050#	

0413770020 >211370299<
R014 B07 P12 SOVEREIGN
05/10/2006BANK OF AMERICA, N.A.
011000138 E2000 01 P03
05/11/06

1270769999

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Posting Date: 05/11/2006


Check #: 1022

Amount: \$18,037.50

Reference: 81270769996

Account: DDA-1526

Nickname:

U.S. DISTANCE LEARNING ASSOCIATION DIGITAL DIVIDE FUND 8 WINTER ST. STE 808 BOSTON, MA 02108-4741		05-03	1022
Date <u>5/9/06</u>		52-12/110 MA 12811	
Pay to the Order of <u>Academic Telecom Network</u>	<u>\$ 18,037.50</u>		
<u>Eighteen thousand thirty seven and 50/100</u>		Dollars	
Bank of America			
ACH REF ID: 000128			
For <u>Amex # SPR-05706</u>		<u>John P. H.</u>	
⑈001022⑈ ⑈011000138⑈ 004602391525⑈		⑈0001803750⑈	

0413769990 >211370259<
 P014 B67 P12 SOVEREIGN
 05/10/2006

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F. FREN
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FROM
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FROM
NETWORK, A. LTD.
672044112

BANK OF AMERICA NA, INC.
 011000138 E4660 01 P03
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Posting Date: 06/30/2006

Check #: 1025

Amount: \$18,037.50

Reference: 81170142940

Account: DDA-1526

Nickname:

U.S. DISTANCE LEARNING ASSOCIATION 08-05
DIGITAL DIVIDE FUND
8 WINTER ST. STE 508
BOSTON, MA 02108-4741

1025
6/20/06
Date 6/20/06
Pay to the Order of Achieve Telecom Network \$ 18,037.50
Eighteen thousand thirty seven & 50/100 Dollars
Bank of America
ACH A/T 811000138
Folio # SPR-0606
John J. H.
⑈001025⑈ ⑆011000138⑆ 004600371526⑈ ⑆0001803750⑈

JUN 30 06
BANK OF AMERICA NA NA
00110001384 14460 01 P03
06/30/06
1170142940
1121 65339
PAY TO THE ORDER OF
BANK OF AMERICA
NATIONAL ASSOCIATION
1121 65339

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1100105611 1:0110001381: 004600391526

PAY TO THE ORDER OF
BANK OF AMERICA
OAK RIDGE TN 37830
FOR DEPOSIT ONLY
ACHIEVE TELECOM NETWORK OF MA, LLC
00441072813

U.S. DISTANCE LEARNING ASSOCIATION
DIGITAL DIVIDE FUND

8 WINTER ST. STE 508
BOSTON, MA 02108-4741

08-05

1051

53-13/110 MA
82612

Date 5/15/07

Pay to the
Order of

Achieve Telecom Network

\$ 16,650.00

Sixteen thousand six hundred & fifty

Dollars



Security features
are included.
Details on back.

Bank of America

ACH R/T 011000138

Invoice

For

SPR-0705

John F. Han

⑈001051⑈ ⑆011000138⑆ 004600391526⑈

PAY TO THE ORDER OF
BANK OF AMERICA
OAK RIDGE, TN 37830
ACHIEVE TELECOM NETWORK OF MA LLC
00441072813

04/09/2007 12:42 FAX 617 399 1771

USDLA

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Posting Date: 03/29/2007

Check #: 1039

Amount: \$149,850.00

Reference: 81270355722

Account: DDA-1526

Nickname:

U.S. DISTANCE LEARNING ASSOCIATION 04-05
DIGITAL DIVIDE FUND
9 WINTER ST. 5TH FLOOR
BOSTON, MA 02108-4741

1039

Date: 3/28/07

Pay to the Order of: Achieve Telecom Network \$149,850.00

One hundred forty nine thousand eight hundred and fifty

Bank of America

For Springfield income (9)

JOHN F. THOMPSON

00010399 0011000138 004600391526 000149850000

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